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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

SAM KASLE, *et al.*,

Plaintiffs,

v.

KAREN VAN PUTTEN, *et al.*,

Defendants.

Case No. 3:24-cv-08015-MMC

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

STIPULATED ~~[PROPOSED]~~ PROTECTIVE ORDER

Plaintiffs Sam and Andrea Kasle, as Guardians ad Litem for their daughter, L.K., Igor and Marina Bershteyn, as Guardians ad Litem for their daughter, S.B., Margarette Kesselman, as Guardian ad Litem for her son, W.K., Scott and Lori Lyle, as Guardians ad Litem for their son, A.L., Daniel and Jennifer Reif, as Guardians ad Litem for their daughter, O.R., and Lisa Joy Rosner, as Guardian ad Litem for her daughter, D.B. (collectively, “Plaintiffs”) and Defendants Karen Van Putten, Charles Velschow, Wendy Porter, Gregory S. Gruszynski, Karl Losekoot, Crystal Leach, Bonnie Hansen, Todd Beal, Carrie Du Bois, Richard Ginn, Amy Koo, Sathvik Nori, and Shawneece Stevenson (collectively, “Defendants,” and together with Plaintiffs, the “Parties”) in the above-captioned action (the “Action”) by and through their undersigned counsel, stipulate to and respectfully move for entry of this Stipulated Protective Order (the “Protective Order”).

1. PURPOSES AND LIMITATIONS

This Protective Order is issued to facilitate the exchange of information and documents in this Action while protecting the privacy, safety, and legal rights of all Parties, including minor children, their parents or guardians ad litem, and school district personnel. The Order is intended to ensure that sensitive, confidential, or personally identifiable information—such as educational records, personnel files, medical or psychological records, disciplinary records, and any other information protected by federal or state law (including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the California Education Code, and other applicable statutes)—is not publicly disclosed or used inappropriately. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

1 **2. DEFINITIONS**

2 2.1. Challenging Party: a Party or Non-Party that challenges the designation of information
3 or items under this Order.

4 2.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is
5 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of
6 Civil Procedure 26(c), including but not limited to educational records and personally identifiable
7 information of minor children; personnel records of teachers, administrators, and board members;
8 medical, psychological, or counseling records; disciplinary records; any information protected by
9 federal or state law, including FERPA, the California Education Code, or other applicable privacy
10 statutes.

11 2.3. Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as well
12 as their support staff).

13 2.4. Designating Party: a Party or Non-Party that designates information or items that it
14 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

15 2.5. Disclosure or Discovery Material: all items or information, regardless of the medium
16 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
17 transcripts, and tangible things), that are produced or generated in disclosures or responses to
18 discovery in this Action.

19 2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to the
20 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
21 consultant in this Action.

22 2.7. In-House Counsel: attorneys who are employees of a Party to this Action. In-House
23 Counsel does not include Outside Counsel of Record or any other outside counsel.

24 2.8. Non-Party: any natural person, partnership, corporation, association, or other legal
25 entity not named as a Party to this Action.

26 2.9. Outside Counsel of Record: attorneys and their support staff who are not employees
27 of a Party to this Action but are retained to represent or advise a Party to this Action and have appeared
28

1 in this Action on behalf of that Party or are otherwise affiliated with a law firm which has appeared
2 on behalf of that Party.

3 2.10. Party: any party to this Action, including all of its officers, directors, employees,
4 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

5 2.11. Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
6 in this Action.

7 2.12. Professional Vendors: persons or entities that provide litigation support services (e.g.,
8 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
9 or retrieving data in any form or medium) and their employees and subcontractors.

10 2.13. Protected Material: any Disclosure or Discovery Material that is designated as
11 “CONFIDENTIAL.”

12 2.14. Receiving Party: a Party that receives Disclosure or Discovery Material from a
13 Producing Party.

14 **3. SCOPE**

15 The protections conferred by this Stipulation and Order cover not only Protected Material (as
16 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
17 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
18 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
19 However, the protections conferred by this Stipulation and Order do not cover the following
20 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
21 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
22 publication not involving a violation of this Order, including becoming part of the public record
23 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
24 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
25 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
26 Protected Material at trial shall be governed by a separate agreement or order.

1 **4. DURATION**

2 Even after final disposition of this Action, the confidentiality obligations imposed by this
 3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
 4 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
 5 defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion
 6 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time
 7 limits for filing any motions or applications for extension of time pursuant to applicable law.

8 **5. DESIGNATING PROTECTED MATERIAL**

9 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or
 10 Non-Party that designates information or items for protection under this Order must take care to limit
 11 any such designation to specific material that qualifies under the appropriate standards. The
 12 Designating Party must designate for protection only those parts of material, documents, items, or
 13 oral or written communications that qualify for treatment as Protected Material so that other portions
 14 of the material, documents, items, or communications for which protection is not warranted are not
 15 swept unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
 17 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
 18 encumber or retard the case development process or to impose unnecessary expenses and burdens on
 19 other Parties) expose the Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it designated for
 21 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
 22 that it is withdrawing the mistaken designation and re-produce the material at issue without
 23 designation(s) as Protected Material.

24 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order, or as
 25 otherwise stipulated or ordered by the Court, Disclosure or Discovery Material that qualifies for
 26 protection under this Order must be clearly so designated before the material is disclosed or produced.
 27 Designation in conformity with this Order requires:
 28

1 (a) For information in documentary form (e.g., paper or electronic documents, but
2 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
3 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion
4 or portions of the material on a page qualifies for protection, the Producing Party also must clearly
5 identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or
6 Non-Party that makes original documents or materials available for inspection need not designate
7 them for protection until after the inspecting Party has indicated which material it would like copied
8 and produced. During the inspection and before the designation, all of the material made available for
9 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
10 documents it wants copied and produced, the Producing Party must determine which documents, or
11 portions thereof, qualify for protection under this Order. Then, before producing the specified
12 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains
13 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the
14 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
15 markings in the margins).

16 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
17 the Designating Party identify on the record, before the close of the deposition, hearing, or other
18 proceeding, all protected testimony. Alternatively, the Designating Party may generally indicate on
19 the record that portions or all of the testimony includes CONFIDENTIAL material and to
20 subsequently designate in writing those portions of testimony deemed as CONFIDENTIAL. Such
21 writing shall be delivered to the Receiving Party within 14 days following receipt of the deposition
22 transcript.

23
24 (c) for information produced in some form other than documentary and for any
25 other tangible items, or for electronic documentary records for which the procedures set forth in
26 section 5(a) are not reasonably feasible, that the Producing Party affix in a prominent place on the
27 exterior of the container(s) in which the information or item is stored the legend “CONFIDENTIAL.”
28

1 If only a portion or portions of the information or item warrant protection, the Producing Party, to the
2 extent practicable, shall identify the protected portion(s).

3 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
4 designate qualified information or items does not, standing alone, waive the Designating Party's right
5 to secure protection under this Order for such material. Upon timely correction of a designation, the
6 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with
7 the provisions of this Order.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
10 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
12 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
13 confidentiality designation by electing not to mount a challenge promptly after the original
14 designation is disclosed.

15 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process
16 by providing written notice of each designation it is challenging, including (if applicable) the Bates
17 number(s) of any Bates-stamped Discovery Material at issue, and describing the basis for each
18 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
19 that the challenge to confidentiality is being made in accordance with this specific paragraph of the
20 Protective Order. The Parties shall attempt to resolve each challenge in good faith and must begin the
21 process by conferring directly (in voice-to-voice dialogue, which may include in-person, telephonic,
22 or videoconference communications; other forms of communication are not sufficient) within 14 days
23 of the date of service of notice. In conferring, the Challenging Party must explain the basis for its
24 belief that the confidentiality designation was not proper and must give the Designating Party an
25 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
26 designation is offered, to explain the basis for the chosen designation. A Challenging Party may
27 proceed to the next stage of the challenge process only if it has engaged in this meet and confer process
28 first or establishes that the Designating Party is unwilling to participate in the meet and confer process

1 in a timely manner, a conclusion that must be memorialized in writing to the Designating Party with
2 reference to this section and the Designating Party's obligations under section 6.3, below.

3 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without Court
4 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
5 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
6 initial notice of challenge or within 14 days of the Parties agreeing that the meet and confer process
7 will not resolve their dispute, whichever is later. Each such motion must be accompanied by a
8 competent declaration affirming that the movant has complied with the meet and confer requirements
9 imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including
10 the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the
11 confidentiality designation for each challenged designation. In addition, the Challenging Party may
12 file a motion challenging a confidentiality designation at any time if there is good cause for doing so,
13 including a challenge to the designation of a deposition transcript or any portions thereof. Any motion
14 brought pursuant to this provision must be accompanied by a competent declaration affirming that the
15 movant has complied with the meet and confer requirements imposed by the preceding paragraph.

16 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
17 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
18 expenses and burdens on other Parties) may expose the Challenging Party to sanctions. Unless the
19 Designating Party has waived the confidentiality designation by failing to file a motion to retain
20 confidentiality as described above, all Parties shall continue to afford the material in question the level
21 of protection to which it is entitled under the Producing Party's designation until the Court rules on
22 the challenge.

23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or
25 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,
26 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the
27 categories of persons and under the conditions described in this Order. When the Action has been
28

1 terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a secure location
4 and in a secure manner that ensures that access is limited to the persons authorized under this Order.

5 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
6 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
7 information or item designated “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
9 staff or employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
10 the information in connection with their work in this Action;

11 (b) the officers, directors, and employees (including In-House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed
13 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
15 is reasonably necessary for the Expert’s work in connection with this Action and who have signed
16 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the Court and its personnel;

18 (e) Court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
20 to whom disclosure is reasonably necessary for this litigation and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) during their depositions, witnesses in the action to whom disclosure is
23 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
25 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
26 separately bound by the court reporter and may not be disclosed to anyone except as permitted
27 under this Stipulated Protective Order.
28

(h) the author or recipient of a document containing the Protected Material, or a custodian in whose possession, custody, or control the Protected Material was located.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated as “CONFIDENTIAL” in this Action, that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated as “CONFIDENTIAL” in this Action before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection of its Protected Material in that court. Nothing in the provisions of this Stipulated Protective Order shall be construed as authorizing or encouraging any Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS ACTION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this Action is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(i) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(ii) promptly provide the Non-Party with a copy of this Stipulated Protective Order, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(iii) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a Court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection of its Protected Material in connection with this Action.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to a Receiving Party that certain inadvertently produced
 4 material is subject to a claim of privilege or other protection, the obligations of the Receiving Party
 5 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). The Parties' agreements concerning
 6 material protected from discovery or public disclosure, as set forth in the Stipulated Order re:
 7 Discovery of Electronically Stored Information in force in this Action, are incorporated by reference
 8 as if fully set forth herein.

9 **12. MISCELLANEOUS**

10 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek
 11 its modification by the Court in the future.

12 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order,
 13 no Party waives any right it otherwise would have to object to disclosing or producing any information
 14 or item on any ground. Similarly, no Party waives any right to object on any ground to the use at trial
 15 or in any other proceeding in this Action of any of the material covered by this Protective Order.

16 12.3. Filing Protected Material. Without written permission from the Designating Party or a
 17 Court order secured after appropriate notice to all interested persons, a Party may not file in the public
 18 record in this action any Protected Material. A Party that seeks to file under seal any Protected
 19 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
 20 pursuant to a Court order authorizing the sealing of the specific Protected Material at issue. Pursuant
 21 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected
 22 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under
 23 the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local
 24 Rule 79-5 is denied by the Court, then the Receiving Party may file the information in the public
 25 record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the Court.

26 12.4. Redactions. All filings and public documents shall be redacted to remove the names
 27 and personally identifiable information of minor children, using initials or pseudonyms instead as
 28 appropriate.

1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this Action, as defined in Section 4 above, each
3 Receiving Party must return all Protected Material to the Producing Party or destroy copies of all such
4 material in the Receiving Party's possession. As used in this subdivision, "Protected Material"
5 includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing
6 any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving
7 Party must submit a written certification to the Producing Party (and, if not the same person or entity,
8 to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate)
9 all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
10 not retained any copies, abstracts, compilations, summaries, or any other format reproducing or
11 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain
12 an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
13 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and
14 consultant and expert work product, even if such materials contain Protected Material. Any such
15 archival copies that contain or constitute Protected Material remain subject to this Protective Order as
16 set forth in Section 4 (DURATION).

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: May 6, 2025

ROPES & GRAY LLP

3
4 By: /s/ Ryan H. Weinstein

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10 *Attorney for Plaintiffs*

11 DANNIS WOLIVER KELLEY

12 DATED: May 6, 2025

13 By: /s/ William B. Tunick

14 William B. Tunick (Cal. Bar No. 245481)

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19 wtunick@dwkesq.com

20 *Attorney for Defendants*

21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22 DATED: May 7, 2025

23 
24 HON. MAXINE M. CHESNEY
25 UNITED STATES DISTRICT JUDGE
26
27
28

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on _____ [date] in the case of *Kasle et al. v. Van Putten et al.*, No. 24-cv-8015(MMC) (N.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

FILER'S ATTESTATION

Pursuant to Civil L.R. 5-1(i)(3), I attest that all other signatories have concurred in the filing of this document.

DATED: May 6, 2025

/s/ Ryan H. Weinstein
Ryan H. Weinstein